

899

TMM

Robert O. Oakes, Jr.
Mayor

Wayne Gray
Mayor Pro Tem

Cliff Ogburn
Town Manager



Town of Nags Head

Post Office Box 99
Nags Head, North Carolina 27959
Telephone 252-441-5508
Fax 252-441-0776
www.townofnagshead.net

Doug Remaley
Commissioner

Anna D. Sadler
Commissioner

M. Renée Cahoon
Commissioner

NORTH CAROLINA
DARE COUNTY

SERVICE CONTRACT
PURCHASE ORDER #

20110703

THIS CONTRACT IS NOT VALID WITHOUT THE REQUIRED ACCOMPANYING/ CORRESPONDING PURCHASE ORDER

THIS CONTRACT is made and entered into this the 13th of April 2011, by and between the TOWN OF NAGS HEAD, a public body corporate of the State of North Carolina, (hereinafter referred to as "the TOWN") party of the first part and HARBOR WELDING 935 HARBOR ROAD WANCHESE NORTH CAROLINA (hereinafter referred to as "CONTRACTOR"), party of the second part.

1. SERVICES TO BE PROVIDED AND AGREED CHARGES

The services and/or material to be furnished under this contract (hereinafter referred to collectively as "SERVICES") and agreed charges are as follows:

TO CONSTRUCT AND INSTALL 12'X16' ALUMINUM CAGED AREA HAND RAIL WITH LADDER ON EIGHTH STREET GROUND STORAGE TANK

TOTAL CONTRACT PRICE SHALL NOT EXCEED \$5,000 (five thousand dollars and no cents) plus tax of approx \$387.50 IN ACCORDANCE WITH CONTRACTOR'S QUOTE SUBMITTED MARCH 3, 2011 (COPY ATTACHED).

INSTALLATION AND TESTING SHALL BE COMPLETED no more than 50 calendar days from date of the Purchase order issued.

2. DESCRIPTION OF PROJECT

1). CONSTRUCT A 12'X16' CAGED AREA HAND RAIL MADE OF 1 AND 1/4 INCH ALUMINUM PIPE

2) DRILLING OF CONCRETE WITH THE INSTALLATION OF THE SOCKETS AND RAILING AND LATTER.

3) All work is to be done in a good and workmanlike manner.

3. TERM OF CONTRACT

The term of this CONTRACT for SERVICES is from APRIL 13, 2011 to JUNE 1, 2011. Either party may nonetheless cancel this contract on thirty (30) days written notice to the other party by certified mail or personal delivery. This contract is subject to the availability of funds to purchase the specified SERVICES and may be terminated at any time if such funds become unavailable.

It is mutually agreed by and between the TOWN and SELLER that CONTRACTOR will CONSTRUCT AND INSTALL the Equipment required under this contract no later than MAY 27, 2011 with time being of the essence. If SELLER fails to meet this deadline, the TOWN will be damaged thereby, and because the amount of the TOWN's damages, inclusive of expenses for inspection, superintendence and necessary traveling expenses is difficult if not impossible to definitely ascertain and prove, it is hereby agreed that the amount of such damages shall be \$100.00 as liquidated damages for every day's delay in furnishing the Equipment beyond the deadline prescribed; and the SELLER hereby agrees that said sum shall be deducted from monies due the SELLER under the contract or, if no money is due the SELLER hereby agrees to pay to the TOWN as liquidated damages, and not by way of penalty, such total sum as shall be due for such delay computed aforesaid.

4. PAYMENT TO CONTRACTOR

The TOWN agrees to pay at the rates specified for SERVICES satisfactorily performed in accordance with this contract. Unless otherwise specified, the CONTRACTOR shall submit an itemized invoice to the TOWN by the end of the month during which SERVICES are performed. Payment will be processed promptly upon receipt and approval by the TOWN of the invoice.

5. INDEPENDENT CONTRACTOR

Both the TOWN and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the TOWN for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all Federal, State and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration by not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

6. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the TOWN, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the TOWN or which the TOWN must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the TOWN for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the TOWN proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the TOWN shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the TOWN verifying the existence of any insurance coverage required by the TOWN. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

7. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

8. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the TOWN, and the CONTRACTOR may be declared ineligible for further contracts.

9. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

10. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached hereto.

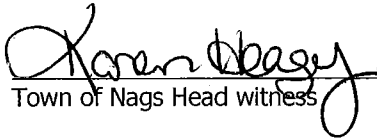
11. CONTRACT DOCUMENTS/AMENDMENTS

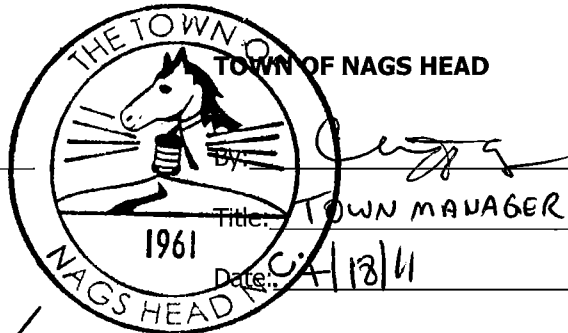
This document together with the purchase order and any attached exhibits constitutes the entire Contract between the said two parties and may only be modified by a written mutual agreement signed by the parties and attached hereto. In the event of any conflict between this contract and any attached documents, the contract language will prevail.

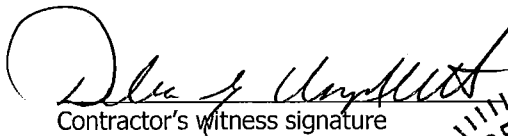
12. SIGNATURES

Both the TOWN and the CONTRACTOR agree to the above contract.

Witnessed or Attested By:

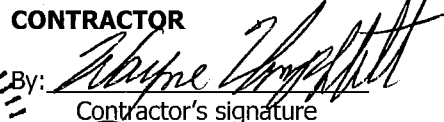

Town of Nags Head witness




Contractor's witness signature



CONTRACTOR

By: 
Contractor's signature
Title: President
Date: April 15, 2011

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."


Finance Officer

APPROVED AS TO FORM AND LEGAL SUFFICIENCY.


TOWN ATTORNEY (Reviewed by John Leidy 4/12/11)

HARBOR WELDING
PO BOX 698
935 HARBOR ROAD
WANCHESE, NC 27981

(252)473-3777

Estimate

03/03/2011	2011-232
DATE	ESTIMATE

TOWN OF NAGS HEAD

ORDERED BY: NANCY	PHONE: 305-6066
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DATE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
03/03/2011	RAILING QUOTE			
03/03/2011	1 OPTION #1		4,800.00	4,800.00
	100' OF LINEAR SAFETY RAIL ON GROUND STORAGE TANK			
	CONSISTS OF TOP & INTERMEDIATE RAIL MADE OUT OF 1 1/4"			
	ALUMINUM PIPE			
03/03/2011	1 DRILL CONCRETE, INSTALL SOCKETS AND RAILING		1,500.00	1,500.00
03/03/2011	1 OPTION #2		3,500.00	3,500.00
	12' X 16' CAGED AREA HANDRAIL CONSISTING OF 1 1/4"			
	ALUMINUM PIPE			
	INCLUDES LADDER			
03/03/2011	1 DRILL CONCRETE, INSTALL SOCKETS AND RAILING		1,500.00	1,500.00

Plus
7.75%

BEFORE WORK BEGINS A SIGNED COPY OF THIS ESTIMATE MUST
BE IN OUR OFFICE & PAY POLICY IS 30% WHEN JOB IS STARTED
AND BALANCE AT DELIVERY PER JOB ITEM.
THANK YOU FOR YOUR BUSINESS

SUBTOTAL	\$11,300.00
TAX (7.75%)	\$0.00
TOTAL	\$11,300.00

Accepted By: _____

Accepted Date: _____

Sign _____ Date _____



04/18/2011 09:52
heagyk

TOWN OF NAGS HEAD

PG 1
poinquiry

PURCHASE ORDER

20110703-00 FY 2011

BILL TO

VENDOR

HARBOR WELDING INC

PO BOX 698

WANCHESE, NC 27981

Tel# 252-473-3777
Fax# 252-473-1517

Requisition
757

SHIP TO

NANCY CARAWAN
NAGS HEAD WATER PLANT
2200 LARK AVE
NAGS HEAD, NC

27959

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
04/18/11	000297	03/31/11		Water Operations

LN	DESCRIPTION	QTY	UOM	UNIT PRICE	NET PRICE
001	install 12'X16" caged area h hand rail with ladder of 1/4" aluminium pipe. Drill concrete install sockets and railing per OSHA recommendation	1.0	Each	5000.000	5,000.00

PO TOTAL 5,000.00

** END OF REPORT - Generated by Karen Heagy

tyler
TECHNOLOGIES